

# TRAVEL INSURANCE

## POLICY WORDING



Thank you for purchasing your insurance from *JustTravelcover*.

Our policies are designed to provide peace of mind for all travellers regardless of age or medical history. We aim to help all travellers enjoy their experience to the fullest by providing high quality, reasonably priced travel insurance which can be tailored to meet your specific requirements.

We would advise you keep your policy documents in a safe place in case you need assistance or need to make a claim.

If you have any questions or queries, please do not hesitate to contact us on any of the numbers below:

### Useful Telephone Numbers

Customer Service:	0333 003 0021
Sales:	0800 294 2969
Medical Declarations:	0333 003 0021
Email:	admin@justtravelcover.com

### YOUR IMPORTANT INFORMATION

If you need Emergency Medical Assistance abroad or need to cut your trip short, contact [247assistance@imglobal.com](mailto:247assistance@imglobal.com) or call the 24 hour emergency advice line on: +44 (0) 330 094 6544

If you need to make a claim:

For all sections (other than End Supplier Failure Insurance and Travel Dispute)

Telephone: 0330 094 6553

Email: [travelclaims@imglobal.com](mailto:travelclaims@imglobal.com)

Link: [www.imglobal.com/member/assistance/claims](http://www.imglobal.com/member/assistance/claims)

Airport Lounge Access call +44 (0)330 094 6545

For Travel Dispute claims notification and advice contact +44(0) 1384 377 000. For End Supplier Failure Insurance contact IPP Claims on +44(0) 345 266 1872

# 2022/23 Single Trip & Annual Multi-trip Policy Wording

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# SUMMARY OF COVER

## Limits & Excesses per Insured Person

Section of Cover	BRONZE up to	Excess*	SILVER up to	Excess*	GOLD up to	Excess*
<b>Emergency Medical &amp; Repatriation †</b> Emergency dental treatment Funeral costs abroad	£5,000,000 £250 £5,000	£100	£10,000,000 £250 £5,000	£75	£10,000,000 £400 £5,000	Nil
<b>Hospital Benefit</b>	£20 per complete 24 hours up to £500	Nil	£30 per complete 24 hours up to £1,000	Nil	£50 per complete 24 hours up to £1,500	Nil
<b>Aftercare at home following hospitalisation:</b> Home help Cosmetic surgery Dental treatment Physiotherapy UK convalescence after 5+ days in hospital abroad	£500 £3,000 £300 £750 £750	£100	£500 £3,000 £300 £750 £750	£75	£500 £3,000 £300 £750 £750	Nil
<b>Cancellation &amp; Curtailment</b>	£1,000	£100	£2,000	£75	£3,000	Nil
<b>Missed Departure</b>	£1,000	£100	£1,000	£75	£1,000	Nil
<b>Travel Delay &amp; Abandonment</b> either: Airport lounge access (4 hour delay announcement) or: Travel delay (after 12 hours delay) Trip abandonment (after 24 hours delay)	Covered £20 per complete 12 hours up to £200 £1,000	Nil Nil £100	Covered £25 per complete 12 hours up to £200 £2,000	Nil Nil £75	Covered £40 per complete 12 hours up to £200 £3,000	Nil Nil Nil
<b>Personal Possessions</b> Personal baggage - Single article, pair or set limit - Total for all valuables Delayed baggage (after 12 hours delay)	£750 £200 £250 £250	£100 Nil	£1,500 £300 £500 £250	£75 Nil	£2,500 £500 £750 £250	Nil Nil
<b>Personal Money</b> - Cash limit	£300 £150	£100	£500 £250	£75	£1,000 £500	Nil
<b>Loss of Passport</b>	£200	Nil	£200	Nil	£400	Nil
<b>Pet Care</b>	£500	Nil	£500	Nil	£500	Nil
<b>Personal Accident</b> Death (16 to 69) Death (aged 70 or over) Death (aged 15 and under) Loss of limbs/sight (aged up to 69) Loss of limbs/sight (aged 70 or over) Permanent total disablement (aged up to 69) Permanent total disablement (aged 70 or over)	£5,000 £5,000 £3,500 £5,000 £5,000 £5,000 NIL	Nil	£7,500 £5,000 £3,500 £7,500 £5,000 £7,500 NIL	Nil	£15,000 £5,000 £3,500 £15,000 £5,000 £15,000 NIL	Nil
<b>Personal Liability</b>	£2,000,000	£100	£2,000,000	£75	£2,000,000	Nil
<b>Legal Expenses</b>	£20,000 (£60,000 policy max)	£100	£30,000 (£60,000 policy max)	£75	£50,000 (£100,000 policy max)	Nil
<b>Travel Risks</b> Hijack or Kidnap Mugging Natural Catastrophe	£2,500 £250 £750	Nil	£2,500 £250 £750	Nil	£2,500 £250 £750	Nil
<b>End Supplier Failure Insurance</b>	<b>Not Covered</b>		<b>Not Covered</b>		£1,500	Nil
<b>Travel Dispute</b>	£25,000 - Optional Cover **	£35	£25,000 - Optional Cover **	£35	£25,000	£35
<b>Winter Sports</b> <b>Cancellation &amp; Curtailment</b> Ski pass & ski school fees <b>Ski Equipment &amp; Ski Pass</b> Owned Hired Ski pass <b>Piste Closure</b> <b>Avalanche or Landslide</b> <b>Ski Hire</b> (after 8 hours delay) <b>Loss of Ski Pack</b>	Optional Cover ** Included in section limit shown above (£1,000) £500 £150 £150 £30 per day up to £300 £200 £200 £300	£100 £100 £100 Nil £100 Nil £100	Optional Cover ** Included in section limit shown above (£2,000) £500 £150 £150 £30 per day up to £300 £200 £200 £300	£75 £75 £75 Nil £75 Nil £75	Optional Cover ** Included in section limit shown above (£3,000) £750 £250 £200 £50 per day up to £500 £500 £300 £500	Nil Nil Nil Nil Nil Nil Nil

**Note:**

Your chosen cover option will be specified in your schedule of insurance.

† For travel to the United States of America we will only pay for reasonable and necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

\* Excesses are per person, per section.

\*\* Optional Covers will show on your schedule of insurance if selected.

## WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

Please phone **us** as soon as possible, and quote **your** policy number:

- If **you** have an emergency during **your trip**
- If **you** require medical treatment outside **your home country**
- If **you** have to return early to **your home country**

Please contact IMG Global Response

Tel: **0330 094 6544**

Email: **247assistance@imglobal.com**

These lines are open 24 hours a day.

**We** will provide help if **you** are ill or injured outside **your home country**. **We** provide a 24-hour emergency service 365 days a year.

**YOU, OR SOMEONE ON YOUR BEHALF, MUST CONTACT US BEFORE INCURRING COSTS ABOVE £500**

### CASHLESS OUTPATIENT TREATMENT EUROPE

If **you** are in SPAIN, GREECE, CYPRUS, PORTUGAL, EGYPT, MALTA, BULGARIA or TURKEY and need outpatient medical treatment please provide a copy of **your** policy documentation to the **medical practitioner** at the time of treatment, and ask the clinic to contact Global Excel Europe. **Your** treatment will be paid by Global Excel Europe in line with the policy terms and conditions. **You** will be asked to fill in a simple form to confirm the treatment, and to pay the **excess** directly to the clinic. The clinic will contact Global Excel Europe who will settle the claim on **your** behalf.

## HOW TO MAKE A CLAIM ON YOUR RETURN

- All Sections (*other than* End Supplier Failure Insurance & Travel Dispute)  
Submit a claim online at: [www.imglobal.com/member/assistance/claims](http://www.imglobal.com/member/assistance/claims)  
Tel: **0330 094 6553**  
Email: [travelclaims@imglobal.com](mailto:travelclaims@imglobal.com)

**You** must return the completed claim form to the Claims Department with all original invoices, receipts, reports and any other information **we** ask for, within 28 days of the end of the **trip**.

**You** should check the section **you** are claiming under to see if an **excess** applies or if there are any specific conditions and details.

Please remember that it is always advisable to keep copies of all the documents that are sent to **us** when making a claim.

- End Supplier Failure Insurance  
Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following, by quoting **your** policy number which can be found on **your schedule of insurance** and reference: IPP ESFI V1-22

IPP Claims at Sedgwick

Oakleigh House, 14-15 Park Place, Cardiff CF10 3DQ. United Kingdom

Telephone: **+44 (0) 345 266 1872**

Email: [Insolvency-claims@iplondon.co.uk](mailto:Insolvency-claims@iplondon.co.uk)

Website: [www.iplondon.co.uk/claims.asp](http://www.iplondon.co.uk/claims.asp)

- Travel Dispute  
Telephone: **01384 377000**  
Claims must be notified within 30 days of returning from the **trip** which is the subject of the dispute and may give rise to any claim under this policy. Failure to do so could lead **us** to decline the claim.  
Please also refer to the Travel Dispute section - 'General Conditions - Claims' within this policy.

### Other Useful Contacts

- Foreign, Commonwealth & Development Office (FCDO)  
+44 (0)20 7008 1500 [www.gov.uk/fcdo](http://www.gov.uk/fcdo)
- Department of Health – advice for travellers  
020 7210 4850 [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers)
- Medicare Australia  
+61 (0)2 612 8633 3284 [www.servicesaustralia.gov.au/medicare](http://www.servicesaustralia.gov.au/medicare)

## YOUR INSURANCE POLICY

### ARRANGED BY

This insurance is arranged on behalf of JustTravelcover.com by travel insurance specialist, P J Hayman & Company Limited who are authorised and regulated by the Financial Conduct Authority. Financial Services (FS) Register Number: 497103. Registered Office: Stansted House, Rowlands Castle, Hampshire PO9 6DX. Registered in England - No. 2534965.

JustTravelcover.com is authorised and regulated by the Financial Conduct Authority. Register Number: 610022. Registered Office: Victoria House, Toward Road, Sunderland SR1 2QF. Registered in England No. 05399196.

### THE INSURERS

- All Sections (*other than* End Supplier Failure Insurance & Travel Dispute)  
Underwritten by Insurance Company 'Euroins' AD authorised and regulated by the Bulgarian Financial Supervision Commission. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Note: Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

- End Supplier Failure Insurance

Cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Liberty Mutual Insurance Europe SE (The Insurer). The Insurer is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

- Travel Dispute

Administered by Arc Legal Assistance Ltd who are authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

## IMPORTANT INFORMATION

### GOVERNING LAW

**Your** policy is governed by the laws of England and Wales.

### ELIGIBILITY CRITERIA

- This policy is only available to residents of the **United Kingdom** and the policy must have been purchased whilst **you** are in the **United Kingdom**.
- **Your trip** must start and end in the **United Kingdom** and **you** must have a return ticket.
- The insurance cannot be purchased once **your trip** has commenced.
- Cover is only provided for **trips** in the **United Kingdom** if **you** have a minimum of two nights' pre-booked and pre-paid accommodation.
- A family policy is for up to 2 adults with up to 6 children under the age of 18.
- A couple policy is for 2 adults in a relationship, living at the same address.
- If **you** are a resident of the **United Kingdom** living in Northern Ireland and **your** travel itinerary requires **you** to use Republic of Ireland departure/ arrival points, **your** cover will be as if **you** were travelling from Northern Ireland.

**You** should note that the policy will **NOT** cover **you** if:

- **You** reside outside the **United Kingdom**;
- **You** are over the age of 80 when **you** purchase a policy;
- **You** require Winter Sports cover but are over the age of 65 and/or have not paid the appropriate premium;
- **You** are not registered with a General Practitioner in **your home country**.

## IMPORTANT HEALTH REQUIREMENTS FOR ALL INSURED PERSONS

**You** will not be covered under this policy for any claims arising directly or indirectly from a **pre-existing medical condition** unless it has been declared to **us** and accepted by **us** in writing for cover. If **you** need to declare a condition to **us** or notify **us** of a change in **your** health, please call **us** on **0333 003 0021**.

### Question 1 of 6

Has anyone name on this policy ever had treatment for:

- any heart or circulatory condition ?
- any type of diabetes ?
- a stroke or high blood pressure ?
- any type of cancer, whether in remission or not ?
- any lung or breathing condition ?
- an organ transplant or dialysis ?

### Question 2 of 6

In the last 5 years, has anyone named on this policy suffered from a serious or recurring **medical condition**, been prescribed medication or received treatment or attended a doctors surgery ?

### Question 3 of 6

In the last 5 years, has anyone named on this policy been referred to a specialist or a consultant at a hospital or clinic for tests, diagnosis or treatments or attended as an in or out patient ?

### Question 4 of 6

Has anyone named on this policy ever been diagnosed or treated for any form of anxiety, depression or psychiatric condition including eating disorders ?

### Question 5 of 6

Has anyone on this policy been placed on a waiting list currently for investigations or treatment ?

### Question 6 of 6

Has anyone named on this policy been diagnosed by a **medical practitioner** as suffering from a terminal illness ?

- We** cannot offer **you** cover if **you** have:
  - any illness for which **you** have received a **terminal prognosis**; or
  - any **undiagnosed symptoms** (i.e. symptoms for which **you** are awaiting investigations/consultations, or awaiting results of investigations, or where the underlying cause of the symptoms has not been established).
- You** must be fit to undertake **your** planned **trip**.
- You** must not travel against medical advice (or would be travelling against medical advice had **you** sought medical advice prior to travel) or with the intention of obtaining medical treatment or consultation abroad.
- If **your** health changes prior to travel, **you** must inform **us**. **We** may increase **your** premium or be unable to cover **you** for **your** **trip**. Failure to inform **us** may result in any claim being declined.
- If **you** are on a waiting list for treatment or investigation, **you** are not covered if **you** have to cancel or **curtail** **your** **trip** because an appointment or treatment becomes urgently available. **You** will also not be covered for medical claims overseas which are directly or indirectly related to this condition.

## NON-TRAVELLING RELATIVES

This policy will NOT cover any claims under Cancellation or **Curtailement** arising directly or indirectly from any **medical condition** in existence prior to the start of **your** **period of insurance**, and/or before booking **your** **trip** affecting any **close relative**, **travel companion**, or person with whom **you** intend to stay whilst on **your** **trip** if:

- a **terminal prognosis** had been received; or
- if they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital;
- or if during the 90 days immediately prior to the start of the **period of insurance** they had required surgery, inpatient treatment or hospital consultations.

## TRIP DURATION LIMITS

Single **Trip** Policies: **Your** **trip** dates will be noted on **your** **schedule of insurance**, the limit is 94 days per **trip** if **you** are aged 65 or under at the time of purchase; if **you** are aged 66 or over at the time of purchase, **trips** are limited to a maximum stay of 31 days.

Annual Multi-**trip** Policies: Any number of **trips** in the policy year but, if **you** are aged 65 or under, limited to 31 days per **trip** if **you** have purchased Bronze cover, 45 days per **trip** if **you** have purchased Silver cover or 61 days if **you** have purchased Gold cover. If **you** are 66 or over, **you** cannot travel for more than 31 days per **trip**.

**You** must pay the appropriate premium for the full number of days for **your** planned **trip**. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid.

If **you** have to stay on **your** **trip** longer because of events which are covered by this insurance **we** will extend the **period of insurance** at no extra cost.

Single **Trip** Policies can be booked up to 548 days in advance of **your** **trip**.

Annual Multi-**trip** Policies cannot be booked more than 94 days in advance. Please note that cancellation cover will not commence until the start date shown on **your** **schedule of insurance** even if the premium was paid earlier.

## GEOGRAPHICAL LIMITS

**Europe 1** - including: **United Kingdom**, Austria, the Azores, Belgium, Bulgaria, Channel Islands, Corsica, Croatia, Czech Republic, Denmark (and the Faroe Islands), Finland, France, Germany, Gibraltar, Hungary, Iceland, Italy, Liechtenstein, Luxembourg, Madeira, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia (west of the Ural mountains), San Marino, Sicily, Slovak Republic, Slovenia, Sweden.

**Europe 2** - including: Europe 1 shown above and the remaining countries west of the Ural mountains, Andorra, Balearics, Canary Islands, Cyprus, Greece, Morocco, Spain, Switzerland, Tunisia and Turkey.

**Australia/New Zealand** - Australia, New Zealand and related islands and including up to 48 hours stopover in a country within a Worldwide area.

**Worldwide, excluding USA, Canada, Caribbean and Mexico** - anywhere in the world except the United States of America, Canada, the Caribbean and Mexico.

**Worldwide, including USA, Canada, Caribbean and Mexico** - anywhere in the world.

Where Annual Multi-**trip** cover is purchased Europe 1 & Europe 2 will be shown as Europe. Australia/New Zealand will be included within Worldwide excluding USA, Canada, Caribbean and Mexico.

### Please Note:

No cover is provided to countries where the Foreign, Commonwealth & Development Office (FCDO) or World Health Organization (WHO) has advised against travel, or all but essential travel unless this advice relates solely to **coronavirus** and **you** have a Single **Trip** European policy.

## WHO AND WHAT IS COVERED

This wording provides full details of all **your** cover and **your** **schedule of insurance** will indicate which level of cover **you** have purchased.

The policy covers all persons named on the **schedule of insurance**.

This policy wording contains all possible levels of cover on offer. **You** should be aware that the sections of cover that apply to **your** policy will depend on **your** choice of cover, and the premium **you** have paid and will be shown on **your** **schedule of insurance**.

If **you** are in any doubt about any aspect of this policy wording please contact **us** on **0333 003 0021** or email [admin@justtravelcover.com](mailto:admin@justtravelcover.com)

## YOUR DUTY OF DISCLOSURE

It is vital that **you** answer any questions asked in relation to arranging or administering this insurance policy honestly and accurately. **You** must take reasonable care not to make any misrepresentation because inaccurate answers may result in a claim being declined.

## CANCELLATION OF YOUR POLICY

If this policy does not meet **your** requirements please contact **us** within 14 days of the purchase of **your** policy for a refund of **your** premium. **You** will be only entitled to a full refund of **your** policy if **you** have not travelled, no claims have been made and no incidents have occurred that may give rise to a claim. Should **you** decide to cancel after the 14-day cooling-off period no refund will be given.

**We** may cancel this policy if at any time **you** have not paid **your** premium or if there is reasonable evidence that **you** misled **us** or attempted to do so. **We** will write and tell **you** at **your** last known address if **we** cancel **your** policy or email **you** at **your** last known email address if **your** policy was taken out online.

## PREGNANCY AND CHILDBIRTH

Cover under this policy is provided for unforeseen events. In particular, cover is provided under Section 1 for unforeseen **bodily injury** or illness. Pregnancy and childbirth are not considered to be either an illness or injury. Cover is ONLY provided under the Emergency Medical & Repatriation and Cancellation & Curtailment sections of this policy for claims arising from **complications of pregnancy and childbirth**. Please make sure **you** read the definition of **complications of pregnancy and childbirth** given under the Meaning of Words.

## FRAUD

Throughout **your** dealings with **us** we expect **you** to act honestly.

If **you** or anyone acting for **you**:

- knowingly provides information to **us** as part of **your** application for **your** policy that is not true and complete to the best of **your** knowledge and belief;
- makes a fraudulent or exaggerated claim under **your** policy;
- makes a false statement in support of a claim;
- submits a false or forged document in support of a claim;
- makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion;

Then **we** will:

- prosecute fraudulent claimants;
- make the policy void from the date of the fraudulent act;
- not pay any fraudulent claims;
- be entitled to recover from **you** the amount of any fraudulent claim already paid under **your** policy since the start date;
- not return any premium paid by **you** for the policy;
- inform the police of the circumstances;
- pass **your** details onto fraud prevention agencies;
- place **your** details on to a register of claims through which insurers share claims related information.

## FINANCIAL SERVICE COMPENSATION SCHEME

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations. This depends on the type of business, and circumstances of the claim. Insurance arranging is covered for 90% of the claim, without any upper limit. Further information can be obtained by the Financial Services Compensation Scheme by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## RECIPROCAL HEALTH AGREEMENTS

If **we** agree to a claim for medical expenses which has been reduced by **you** using a reciprocal health agreement or private health insurance **you** will not have to pay the **excess** amount under the Emergency Medical & Repatriation section. Where it is necessary for **you** to provide evidence of the medical costs incurred, this must show that the medical fee has been reduced by use of a reciprocal health agreement or private health insurance.

Before travelling **you** should apply for a UK Global Health Insurance Card (GHIC) which allows you to access state healthcare in Europe.

<https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/>

When **you** are travelling to Australia and **you** have to go to hospital, **you** must enrol for treatment under the National Medicare Scheme.

The **United Kingdom** also has reciprocal healthcare agreements with other non-EEA countries and territories.

Details can be found at [www.nhs.uk/using-the-nhs/healthcare-abroad/](http://www.nhs.uk/using-the-nhs/healthcare-abroad/)

## DATA PROTECTION NOTICE

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### Data that we collect

**Our** company collects the following data: personal identification information including but not limited to name, email address and phone number.

### Obtaining and using your personal data

**We** will collect **your** personal data from a variety of sources including:

- Data that **you** provide to **us**; and
- Data that may be provided about **you** from certain third parties, such as **your** doctor in the event of a claim.

**We** will collect and process **your** personal data to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;
- Informing **you** of products and services which may be of interest to **you**.

### Sharing your personal data

**We** may share **your** personal data:

- With public authorities, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who **we** deal with which provide part of the service to **you** such as in the event of a claim;
- To meet **our** legal obligations including providing information to the relevant ombudsman if **you** make a complaint about the product or service that **we** have provided to **you**.

**We** will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us** **your** consent to do so.

### Retaining your personal data

**We** will retain **your** personal data for a maximum of seven years from the date the insurance relationship between **us** ends. If **we** can do so, **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

### Processing your personal data securely

Personal data may be processed both inside and outside the **United Kingdom** (UK) and the European Economic Area (EEA).

Whenever **we** transfer **your** personal data outside the UK and the EEA **we** take steps to ensure that personal data transfers receive an adequate level of protection.

### Your rights in respect of your personal data

Under data protection law, **you** have rights including:

- **Your** right of access - **you** have the right to ask **us** for copies of **your** personal information.
- **Your** right to rectification - **you** have the right to ask **us** to rectify personal information **you** think is inaccurate. **You** also have the right to ask **us** to complete information **you** think is incomplete.
- **Your** right to erasure - **you** have the right to ask **us** to erase **your** personal information in certain circumstances.
- **Your** right to restriction of processing - **you** have the right to ask **us** to restrict the processing of **your** personal information in certain circumstances.
- **Your** right to object to processing - **you** have the right to object to the processing of **your** personal information in certain circumstances.
- **Your** right to data portability - **you** have the right to ask that **we** transfer the personal information **you** gave **us** to another organisation, or to **you**, in certain circumstances.

**You** can complain to the ICO if **you** are unhappy with how **we** have used **your** data. The ICO's address:

Information Commissioner's Office  
Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF  
Helpline number: 0303 123 1113  
ICO website: <https://www.ico.org.uk>

### Automated decision making, including profiling

**We** carry out automated decision making and/or profiling when necessary.

### Privacy policy notice

If **you** would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:

If **you** require privacy policy details for JustTravelcover.com, this can be found online: [www.justtravelcover.com/privacy](http://www.justtravelcover.com/privacy)

If **you** require details of International Passenger Protection Limited's privacy policy, please refer to - <https://www.ipplondon.co.uk/privacy.asp>

If **you** require details of AmTrust Europe Limited's full privacy notice, visit: <https://www.amtrustinternational.com/legal/privacy-cookies/>

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

## MEANING OF WORDS

The following words and expressions used in this policy shall mean the following wherever they appear in bold within this document:

### **Bodily injury**

Accidental **bodily injury** caused solely and directly by external, violent and visible means.

### **Close relative**

Mother, father, sister, brother, wife, husband, partner, son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, or legal guardian.

### **Complications of pregnancy and childbirth**

Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

### **Coronavirus**

**Coronavirus** disease (COVID-19); severe acute respiratory syndrome **coronavirus** (SARS- COV-2), any mutation of these or any **epidemic** or **pandemic** virus or **epidemic** or **pandemic** disease.

### **Curtail/Curtailment**

Return early to **your home** after the commencement of the **outward journey**.

### **Epidemic**

A disease, illness or virus spreading in a certain region or country and which is defined as such by the World Health Organization (WHO) or Foreign, Commonwealth & Development Office (FCDO).

### **Excess**

The first amount of a claim that **you** must pay as detailed in the travel insurance summary of cover. This amount is calculated per person per section.

### **Home**

**Your** permanent residence in **your home country**.

### **Home country**

The country where **you are** ordinarily permanently resident, pay tax and are registered with a **medical practitioner**.

### **Insured person**

Any person named on the **schedule of insurance** for whom the appropriate premium has been paid.

### **Legal representative**

A solicitor, firm of solicitors, lawyer, or any appropriately qualified person, firm or company, appointed by **us** to act on **your** behalf.

### **Loss of limb**

Total loss of use by physical severance at or above the wrist or ankle.

### **Loss of sight**

Total and permanent **loss of sight** without expectation of improvement in both eyes when **your name** is added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

### **Medical condition**

Any medical or psychological disease, sickness, condition, illness or injury.

### **Medical practitioner**

A doctor or specialist who is legally qualified, licensed and registered to practice medicine under the laws of the country in which they practice, excluding **you**, **your travel companion**, **your close relative**, or **your** employee.

### **Money**

Cash, postal and **money** orders, travellers' cheques held by **you** for social, domestic and pleasure purposes.

### **Natural catastrophe**

A catastrophic event caused by: fire caused by the natural forces of nature, flood, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclone or storm which is unforeseen and unknown at the time **you** purchased this insurance or booked **your trip**.

### **Outward journey**

The initial journey in conjunction with **your trip** from **your home** in your **home country**.

### **Pandemic**

A disease, illness or virus which is simultaneously transmitted globally and declared as such by the World Health Organization or Foreign, Commonwealth & Development Office.

### **Permanent total disablement**

A disablement which prevents **you** from carrying out ANY occupation for a period of 12 months after an accident sustained during **your trip** and which is, at the end of that period, beyond reasonable hope of improvement.

### **Period of insurance**

The **period of insurance** for all sections, except cancellation, commences when **you** leave **your home** in **your home country** to start **your trip** and ends when **you** have returned to **your home** in **your home country**. Cancellation cover for a Single **Trip** policy starts when **you** purchase this insurance or when **you** book **your trip**, whichever is the later. Cancellation cover for Annual Multi-**trip** policy will not commence until the start date shown on **your schedule of insurance** even if the premium has been paid earlier.

### **Personal possessions**

Suitcases (or other luggage carriers) and their contents taken on **your trip** together with articles worn or carried by **you** for **your** individual use during **your trip**.

### **Pre-existing medical condition**

- 1) Any **medical condition** where **you** have been prescribed medication, including repeat prescriptions, or received treatment or attended a GP or a specialist as an outpatient or inpatient in the last 5 years or for which **you** are currently on a waiting list for treatment or investigation;
- 2) Any heart, heart-related or circulatory condition; or any any lung or breathing condition; any type of diabetes; or stroke or high blood pressure; or any organ transplant or dialysis; or any type of cancer, whether in remission or not.

### **Public transport**

Airline, train, bus, coach, or ferry services, operating to a published timetable on which **you** are a fare-paying passenger or a tour operator's own transport service, or taxi, to join **your** booked travel itinerary.

### **Schedule of insurance**

The document showing details of the cover purchased and naming all **insured persons**.

### **Ski equipment**

Skis (including bindings), ski boots, ski poles and snowboards.

### **Strike or industrial action**

Organised action taken by a group of workers which prevents the supply of goods and/or services on which **your trip** depends.

### **Terminal prognosis**

In the opinion of **your medical practitioner** or consultant **your** condition cannot be cured or adequately treated, to the extent that it is predicted to cause a shortened life expectancy.

### **Terrorism**

An act, including but not limited to, the use or threat of force or violence, of any person or group, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to instil fear in the public, or any section of the public.

### **Travel Companion**

A person with whom **you** have booked to travel on the same booking and with the same itinerary and without who **your** travel plans would be impossible.

### **Trip**

A journey starting and ending in **your home country** within the area specified on **your schedule of insurance** during the **period of insurance**.

### **United Kingdom**

England, Scotland, Wales and Northern Ireland.

### **Unattended**

When **you** cannot see and are not able to prevent unauthorised interference or theft of **your** property unless left in a safety-deposit facility.



## Valuables

Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment and any computer equipment (including software), furs, or leather clothing (apart from footwear).

## You/Your

Each **insured person** named on the **schedule of insurance**.

## We/Us/Our

The relevant insurer under each section of this policy.

## YOUR COVER

There are conditions and exclusions which apply to individual sections of the policy and general conditions and exclusions which apply to the whole policy. Please refer to the relevant section and read in conjunction with the General Conditions and General Exclusions.

## EMERGENCY MEDICAL & REPATRIATION

**Note:** This is not a private health insurance policy. **We** will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available. **We** reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

### What you are covered for:

If, during **your trip**, **you** become ill or sustain a **bodily injury** **we** will pay up to the amount shown in the summary of cover for costs incurred outside **your home country** that have been authorised by the emergency assistance company for:

- 1) emergency medical and surgical treatment in the nearest appropriate hospital, including **medical practitioner** fees, hospital expenses and charges for medical transportation;
- 2) dental treatment for the relief of pain or difficulty eating only;
- 3) reasonable and necessary additional accommodation (room only) and travelling expenses, including those of one relative or friend if it is deemed medically necessary by **us** to be accompanied **home** and **we** do not provide a medical escort or if **you** are a child (under the age of 18) and require an escort **home**;

In the event of **your death** **we** will pay for:

- 1) the conveyance of **your** body or ashes to **your home country** (but excluding the cost of burial or cremation); or
- 2) for local funeral expenses abroad.

### Special Conditions

If **you** are taken into hospital or **you** think that **you** may have to come **home** early or extend **your trip** because of illness or a **bodily injury**, the emergency assistance company must be told immediately (see "What do in the event of a medical emergency"). **You** must contact **us** before incurring costs.

**Costs above £500 not authorised by us will not be covered.**

If **you** are physically unable to contact **us**, someone else must contact **us** on **your** behalf within 48 hours. For travel to the United States of America **we** will only pay for reasonable and necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

If **you** become ill or sustain a **bodily injury** **we** have the right to bring **you** back to **your home country**, if the emergency assistance company **medical practitioner** states that **you** can safely travel. If **you** refuse to return **home**, no further costs will be covered.

### What you are NOT covered for:

- 1) the **excess** shown in the summary of cover;
- 2) costs above £500 which have not been authorised by **us** in advance;

- 3) any treatment, investigations or tests in a private hospital or private clinic unless authorised and agreed by **us** in advance;
- 4) treatment which takes place within **your home country**;
- 5) claims arising directly or indirectly from any **pre-existing medical condition** unless it has been declared to **us** and accepted for cover by **us** in writing;
- 6) any sums which can be recovered by **you** and which are covered under any National Insurance Scheme, Reciprocal Health Arrangement or Private Health Insurance;
- 7) normal pregnancy and/or childbirth, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
- 8) costs incurred for:
  - a) surgery or medical treatment which in the opinion of the attending **medical practitioner** and the emergency assistance company **medical practitioner** can be reasonably delayed until **your** return to **your home country**;
  - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside **your home country**;
  - c) preventative treatment which can reasonably be delayed until **your** return to **your home country**;
- 9) claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency assistance company;
- 10) the cost of any elective (non-emergency) treatment or surgery, including exploratory tests;
- 11) the cost of any treatment not directly related to the illness or **bodily injury** which necessitated **your** admittance into hospital;
- 12) any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 13) expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
- 14) costs that arise over 12 months after a claim was first notified;
- 15) costs for any re-entry requirements including **coronavirus** tests required for return to the **United Kingdom**;
- 16) anything mentioned in the General Exclusions.

## HOSPITAL BENEFIT

### What you are covered for:

Should **you** suffer a **bodily injury** or illness during the **trip** and occurring within the **period of insurance**, **we** will pay **you** up to the amount shown in the summary of cover for each full 24 hours that **you** spend as an inpatient in a hospital outside of **your home country**.

### What you are NOT covered for:

- 1) hospitalisation which takes place within **your home country**;
- 2) claims arising directly or indirectly from any **pre-existing medical condition(s)** unless it has been declared to **us** and accepted for cover by **us** in writing;
- 3) pregnancy and/or childbirth unless a qualified **medical practitioner** confirms that the claim comes from **complications of pregnancy or childbirth**;
- 4) claims that are not confirmed as medically necessary by the attending **medical practitioner** or the emergency assistance company;
- 5) hospitalisation for any elective (non-emergency) treatment or surgery, including exploratory tests;
- 6) hospitalisation for any treatment not directly related to the **medical condition** or **bodily injury** which necessitated **your** initial admittance into hospital;
- 7) hospitalisation as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
- 8) anything mentioned in the General Exclusions.

## AFTERCARE AT HOME FOLLOWING HOSPITALISATION

### What you are covered for:

We will pay **you** up to the amounts shown in the summary of cover for treatment given or costs authorised by a doctor in **your home country** and agreed by **us** within three months of **bodily injury** or illness resulting in inpatient treatment during a **trip** outside of **your home country**:

- a) home-help provided this was not available to **you** before **your trip**;
- b) emergency cosmetic medical treatment to repair damage to **your** soft facial tissue;
- c) dental treatment;
- d) further physiotherapy treatment.

Convalescence - **we** will pay **you** up to the amounts shown in the summary of cover towards the cost of a convalescence **trip** in **your home country** in the event that **you** are hospitalised for more than 5 days outside **your home country** and **we** have accepted **your** claim under the Emergency Medical & Repatriation section. **Your** policy will be extended to cover **your** convalescence **trip** up to a maximum of 31 days. The convalescence **trip** must be taken within 3 months of **your** return to **your home country**.

### What you are NOT covered for:

- 1) the **excess** as shown in the summary of cover;
- 2) costs incurred more than three months after **your** return to **your home country**;
- 3) claims arising directly or indirectly from any **pre-existing medical condition(s)** unless it has been declared to **us** and accepted for cover by **us** in writing;
- 4) anything mentioned in the General Exclusions.

## CANCELLATION & CURTAILMENT

### What you are covered for:

We will pay **you** up to the amount shown in the summary of cover for the unused portion of **your** travel and accommodation costs that **you** have paid or contracted to pay if **you** cannot get a full refund if **you** cancel before the start of **your trip** or cut **your trip** short and return **home** early during the **period of insurance** because of the following:

- 1) the death, **bodily injury** or illness of **you**, a **close relative**, **your travel companion** or any person **you** have arranged to stay with during **your trip**;
- 2) **you**, **your travel companion** or any person **you** have arranged to stay with during **your trip** receiving a diagnosis of **coronavirus** within 14 days of the start of the **trip** or in the case of being admitted to hospital due to **coronavirus** within 28 days of the start of the **trip**;
- 3) **you** being contacted by the NHS Test and Trace system and being told that **you** must self-isolate, within 14 days prior to **your** departure date, including on the date **your trip** is due to commence, or a member of **your** household receiving a positive **coronavirus** test result within 14 days prior to **your** departure date, which means that **you** are required to be self-isolating on the date **your trip** is due to commence;
- 4) **you** booked accommodation being required to close after **you** have checked in at **your** booked accommodation because of **you**, a guest or employee being diagnosed with **coronavirus**;
- 5) **you** or **your travel companion** being denied boarding following either a **coronavirus** diagnosis or receiving a temperature test or other medical test reading which falls outside of the transport provider's terms of travel;
- 6) **you** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **your** employment would normally require **you** to attend court);
- 7) **your** redundancy, provided that **you** were working at **your** current place of employment for a minimum of 2 years and that **you** were not aware of any impending redundancy at the time this policy was issued or the **trip** was booked;
- 8) **your home** being made uninhabitable due to accidental damage, burglary, flooding, storm or fire;
- 9) the police requesting **your** presence following burglary or attempted burglary at **your home**;

- 10) **your** or **your travel companion's** passport being stolen during the 7 days prior to the start date of **your** booked **trip**;
- 11) **you**, or **your travel companion**, who is a member of the Armed Forces, emergency services, the nursing profession or a government employee being ordered to return to duty.

### Special Conditions

If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.

**You** must give notice as soon as possible to **us** of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.

**We** will only consider cancellation claims due to **coronavirus** that are supported by a test conducted by an approved provider on the Department of Health and Social Care list of providers for Test To Release for international travel or who meet the DHSC minimum Covid19 requirements and standards. The test must be an approved PCR or Lateral Flow Test with a CE mark.

For claims relating to NHS Test and Trace, **you** must provide evidence of the need to self-isolate from the official NHS Test and Trace app or the NHS COVID-19 app. This should take the form of an email or text message from NHS Test and Trace or an alert from the NHS COVID-19 app.

If **you** are denied boarding as a result of **coronavirus** **you** must have documented proof of this from the airline.

### What you are NOT covered for:

- 1) the **excess** shown in the summary of cover;
- 2) claims where **you** have failed to obtain a medical certificate from a **medical practitioner**, confirming that cancellation of the **trip** is necessary;
- 3) normal pregnancy, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**.
- 4) claims arising directly or indirectly from any **pre-existing medical condition(s)** unless it has been declared to **us** and accepted for cover by **us** in writing;
- 5) any claims arising directly or indirectly from any **medical condition** affecting any **close relative**, **travel companion** or any person **you** are planning to stay with if:
  - a **terminal prognosis** had been received prior to the start of the **period of insurance**; or
  - they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the start of the **period of insurance**; or
  - if during the 90 days immediately prior to the start of the **period of insurance** they had required surgery, inpatient treatment or hospital consultations;
- 6) any extra charges from the company **you** booked with because of **your** failure to notify them immediately it was found necessary to cancel;
- 7) claims arising from prohibitive regulations by the government of any country;
- 8) a theft of a passport which has not been reported immediately to the relevant authority;
- 9) travel tickets paid for using any airline mileage reward scheme or other reward points scheme;
- 10) any circumstance that could reasonably be anticipated at the time **you** booked **your trip**, or took out this insurance policy;
- 11) disinclination to travel or continue travelling, unless **your** change of travel plans is caused by one of the circumstances listed under what **you** are covered for;
- 12) **your** being self-employed or accepting voluntary redundancy;
- 13) any claim resulting from **your** failure to obtain a valid passport and any required visa in time for the booked **trip**;
- 14) claims relating to **coronavirus** if **you** or **your travel companion** or a **close relative** are awaiting results after undertaking a **coronavirus** test at the time this policy was issued;
- 15) any claim arising from government or Foreign, Commonwealth & Development Office (FCDO) advice warning against all travel, or all but essential travel, (unless this advice relates solely to **coronavirus** and **you** hold a Single Trip European policy);

- 16) any claims for air passenger duty (which can be reclaimed by **you** through **your** travel agent or airline) and any airport tax which is refundable;
- 17) any claim for unused travel costs where **we** have paid or agreed to pay the extra cost of returning **you** to **your home** under the Emergency Medical & Repatriation section;
- 18) accommodation costs paid for using any timeshare, holiday property bond or other reward points scheme;
- 19) any costs incurred by **you** which are recoverable from a tour operator, **public transport** operator, accommodation provider, holiday services provider or any other source, or for which **you** receive or are expected to receive compensation or other assistance;
- 20) anything mentioned in the General Exclusions.

## MISSED DEPARTURE

This section does not apply to **trips** within **your home country**.

### What you are covered for:

**We** will pay up to the amount shown in the summary of cover for necessary travel and accommodation expenses required to reach **your** booked destination, if **you** miss **your** booked departure due to:

- 1) the vehicle **you** are travelling in to reach **your** international departure point breaking down or being involved in an accident; or
- 2) an accident or breakdown happening ahead of **you** on a public road which causes an unexpected delay to the vehicle in which **you** are travelling;
- 3) the **public transport** **you** are using to reach **your** international departure point being delayed, resulting in **you** arriving too late to commence **your** booked **trip**.

### What you are NOT covered for:

- 1) the **excess** shown in the summary of cover;
- 2) claims where **you** have not allowed sufficient time to get to **your** international departure point to catch the booked **public transport**;
- 3) the **public transport** provider's failure unless **you** get a letter from the provider confirming that the service did not run on time;
- 4) the accident or breakdown of **your** vehicle unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
- 5) breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained in accordance with manufacturer's instructions;
- 6) any delay caused by a riot, civil commotion, **strike or industrial action** which began or was announced before the start date of **your** policy and/or the date **your** travel tickets or confirmation of booking were issued;
- 7) anything mentioned in the General Exclusions.

## TRAVEL DELAY AND ABANDONMENT

This section does not apply to **trips** within **your home country**.

### What you are covered for:

#### 1) Travel Delay

##### a) Airport Lounge Access

If the flight on which **you** are booked to travel is delayed by at least four hours as a result of:

- **strike or industrial action** provided that when this policy was taken out, there was no expectation that the **trip** would be delayed;
- adverse weather conditions;
- mechanical breakdown or technical fault of the aircraft.

**We** will provide access to an airport lounge, where available. Lounge access will become available on the announcement of a minimum four hour delay, not, for example, two consecutive two hour delays.

**You** must have access to a mobile device so that **you** can receive an SMS message in order to gain access to the lounge.

To take advantage of this benefit **you** will need to call the 24-hour access phone number: **+44 (0)330 094 6545**

**You** will need to quote **your** policy number and flight details. If **your** claim is valid **you** will then be sent an SMS message which will give **you** access to an airport lounge for the duration of **your** delay.

There may be occasions when this benefit is unavailable:

- If the lounge is closed when the delay occurs - during the night, for instance.
- If the lounge is at full capacity.
- If **you** or another **insured person** fail to meet the lounge terms and conditions such as dress code or minimum age.

Or:

#### b) Delay Benefit

If **you** chose not to, or are unable to take advantage of airport lounge access, **we** will pay **you** up to the amount shown in the summary of cover if the international departure of the **public transport** on which **you** are booked to travel is delayed by at least 12 hours.

#### 2) Trip Cancellation

up to the amount under the cancellation section of this policy shown in the summary of cover if **you** abandon the **trip** after a delay to **your** outward flight, sea crossing, coach or train departure from the **United Kingdom** of more than 24 hours beyond the booked departure time as a result of:

- a) **strike or industrial action** provided that when this policy was taken out, there was no reasonable expectation that the **trip** would be delayed;
- b) adverse weather conditions;
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

### Special Conditions

**You** must obtain (at **your** own expense) written confirmation from the **public transport** operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.

**You** must comply with the terms of contract of the **public transport** operator and seek financial compensation, assistance or a refund of **your** ticket and any other expenses from them in accordance with such terms and/or (where applicable) **your** rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights.

### What you are NOT covered for:

- 1) the **excess** shown in the summary of cover;
- 2) any claim if **you** have not checked in for the flight, sea crossing, coach or train departure before the recommended check-in time;
- 3) any claim if **you** have not obtained written confirmation from the carrier stating the duration and the cause of the delay;
- 4) any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;
- 5) anything mentioned in the General Exclusions.

## PERSONAL POSSESSIONS

### What you are covered for:

#### 1) Personal Baggage

**We** will pay up to the amount shown in the summary of cover for the value or cost of repair of any of **your** own **personal possessions** (not hired, loaned or entrusted to **you**) which are lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation).

#### 2) Delayed Baggage:

**We** will pay up to the amount shown in the summary of cover for the cost of buying replacement necessities if **your** baggage is delayed in reaching **you** on **your outward journey** for at least 12 hours and **you** have a written report from the carrier to confirm this.

### Special Conditions

In the event of a claim for a pair or set of articles the maximum amount payable will be limited to the single article limit shown in the summary of cover.

**You** must provide **us** with any receipts, proofs of purchase or documents to support **your** claim as requested.

Within 24 hours of the discovery of the incident **you** must report loss, theft or damage of **personal possessions** to the police or carrier as appropriate. Delayed luggage or **personal possessions** damaged in transit must be reported to the airline before leaving the baggage hall and a Property Irregularity Report (PIR) obtained.

Any amount **we** pay **you** under item 2 (Delayed Baggage) will be deducted from **your** claim if **your** baggage proves to be permanently lost and **you** make a claim for lost baggage.

#### What you are NOT covered for:

- 1) the **excess** shown in the summary of cover;
- 2) **you** not exercising reasonable care for the safety and supervision of **your personal possessions**;
- 3) loss, destruction, damage or theft of any items left **unattended** in a public place, or a place to which members of the general public have access;
- 4) the loss, damage or delay in transit of **your personal possessions**, if **you** do not:
  - a) notify the carrier (i.e. airline, shipping company, etc.) and obtain a written report within 24 hours of discovery of the damage or loss;
- 5) loss, destruction, damage or theft:
  - a) from confiscation or detention by customs or other officials or authorities;
  - b) due to wear and tear, denting or scratching, moth or vermin;
- 6) loss, damage or theft of
  - a) sports gear whilst in use
  - b) bicycles
  - c) mobile or smart phones
- 7) breakage of fragile or brittle articles being transported by a carrier;
- 8) **valuables** stolen from an **unattended** vehicle at any time;
- 9) **personal possessions** stolen from:
  - a) an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry;
  - b) an **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 10) any depreciation in value;
- 11) any property more specifically insured or recoverable under any other source;
- 12) the cost of replacement locks;
- 13) loss, destruction, damage or theft of dentures; bonds; securities; stamps or documents of any kind, including driving licences and passports; glass; china; antiques; pictures; unused mobile telephone rental charges or prepayments; coupons; vehicles or accessories; boats and/or ancillary equipment; samples or merchandise or business goods or specialised equipment relating to a trade or profession;
- 14) claims arising from damage caused by leakage of powder or liquid carried within **personal possessions**;
- 15) anything mentioned in the General Exclusions.

## PERSONAL MONEY

#### What you are covered for:

**We** will pay **you** up to the amount shown in the summary of cover if **your** own **money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box (or equivalent facility).

#### What you are NOT covered for:

- 1) the **excess** shown in the summary of cover;
- 2) claims arising from **you** not exercising reasonable care for the safety and supervision of **your money**;
- 3) loss or theft of **your money** left **unattended** in a public place, or a place to which members of the general public have access;

- 4) **money** stolen from:
  - a) an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry;
  - b) an **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 5) any depreciation in value or exchange rates;
- 6) **money** unless in **your** possession or attended by **you** or deposited in a safe or safety deposit box at all times;
- 7) claims arising from delay, detention, seizure or confiscation by customs or other officials;
- 8) anything mentioned in the General Exclusions.

## LOSS OF PASSPORT

#### What you are covered for:

**We** will pay up to the amount shown in the summary of cover for:

- 1) the reasonable costs in obtaining a replacement passport or travel document (**you** are not covered for the cost of the document itself) to enable **you** to return to **your home country** following the accidental loss or theft of **your** passport;
- 2) the reasonable costs in obtaining a replacement driving licence or green card following accidental loss or theft.

#### What you are NOT covered for:

- 1) the **excess** shown in the summary of cover;
- 2) the cost of the passport, travel document, driving licence or green card;
- 3) loss due to delay, detention, confiscation, requisition or damage by customs or other officials or authorities;
- 4) loss or theft unless **you** have reported the loss or theft to the nearest police authority within 24 hours of discovery and have obtained a written police report;
- 5) loss of or theft from an **unattended** vehicle at any time;
- 6) anything mentioned in the General Exclusions.

## PET CARE

#### What you are covered for:

**We** will pay up to the amount shown in the summary of cover for each full 24 hour period that **you** are delayed for extra kennel or cattery fees for **your** dog or cat, if **your** return journey is delayed due to a reason insured under this policy.

#### What you are NOT covered for

- 1) any kennel or cattery fees **you** incur as a result of quarantine regulations;
- 2) any claims where **you** have failed to check in for **your** return journey at or before the recommended time;
- 3) any claims where **you** have failed to get a written statement from the appropriate transport company or authority confirming the reason for delay;
- 4) anything mentioned in the General Exclusions.

## PERSONAL ACCIDENT

#### What you are covered for:

**We** will pay up to the amount shown in the summary of cover if **you** suffer an accidental **bodily injury** during the **trip**, which within 12 months is the sole and direct cause of:

- death;
- **loss of limb**;
- total and permanent **loss of sight** in one or both eyes; or
- **permanent total disablement**.

**What you are NOT covered for:**

- 1) any claims arising directly or indirectly from sickness, illness or disease;
- 2) any injury not caused solely by outward, visible, external means;
- 3) mental or psychological trauma not involving **your bodily injury**;
- 4) any claim arising directly or indirectly from **your pregnancy**;
- 5) any claims under this section not notified to **us** within 12 months of the date of the accident;
- 6) anything mentioned in the General Exclusions.

**PERSONAL LIABILITY**

**What you are covered for:**

**We** will pay up to amount shown in the summary of cover (inclusive of legal costs and expenses) if, during the **trip**, **you** become legally liable to pay damages in respect of:

- 1) accidental **bodily injury**, including death, illness and disease to a person; and/or
- 2) accidental loss of or damage to property.

**Special Conditions**

**You** or **your legal representatives** must give **us** written notice immediately **you** receive notice of any prosecution or inquest in connection with any circumstances which may give rise to a claim under this section.

No admission, offer, promise, payment or indemnity should be made by or on behalf of **you** without **our** prior written consent.

Every claim notice, letter, writ or process or other document served on **you** must be forwarded to **us** immediately upon receipt.

**We** are entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **our** own benefit any claim for indemnity or damages against all other parties or persons.

**We may** at any time pay the sum insured (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made **we** will have no further liability for **your** claim.

**What you are NOT covered for:**

- 1) the **excess** shown in the summary of cover.
- 2) claims arising from accidental death of or physical injury to **you** or **your close relative**.
- 3) any liability resulting from **your** employment, trade, profession, business or that of **your close relative**.
- 4) **your** responsibility as an employer to anyone employed by **you**, **your close relative** or **your travel companion** in any trade, business or profession.
- 5) any agreement or contract which adds any liability which would not have existed otherwise.
- 6) any liability arising from **you**, **your close relative** or **your travel companion** owning or using aircraft, horse-drawn vehicles, motorised or mechanically propelled, assisted vehicles or towed vehicles, boats (other than rowing boats, punts), jet skis, jet bikes or wet bikes, animals (other than horses, domestic dogs or cats), firearms.
- 7) any liability resulting from wilful or malicious acts by **you**.
- 8) accidental injury or loss which has been caused by **your** negligence.
- 9) any claim for personal liability which is covered by any other insurance held by **you**.
- 10) any claims arising from the occupation, except temporarily for the purposes of the **trip**, or ownership of any land or building.
- 11) any claim if **you** engage in any activity where this policy states that Personal Liability cover is excluded.
- 12) anything mentioned in the General Exclusions.

**LEGAL EXPENSES**

**What you are covered for:**

**We** will pay up to the amount shown in the summary of cover for legal expenses to bring a claim for damages or compensation against a third party, if **you** suffer an incident that results in **bodily injury**, death or illness caused by a third party during the **trip**.

The following words and expressions used in this section of the policy shall mean the following wherever they appear in bold:

**Legal Expenses:**

- a) Fees, expenses and other costs reasonably incurred (as determined by **our legal representative**) by a **legal representative** to pursue a claim or legal proceedings for damages and/or compensation against a third party who has caused **your bodily injury**, death or illness.
- b) Costs that **you** are legally liable for following an award of costs by any court or tribunal or an out- of-court settlement made in connection with any claim or legal proceedings.

**Legal Representative:**

The solicitor or other suitably qualified person appointed by **us** in accordance with this section of the policy.

**Special Conditions**

Written consent must be obtained from **us** prior to incurring Legal Expenses. This consent will be given if **you** can satisfy **us** that:

- there are reasonable (as determined by **our legal representative**) grounds for pursuing the claim or legal proceedings; and
- in the opinion of **our legal representative** the prospects of success and of recovering damages/enforcing a judgment is at least 51%.

All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.

If **you** are successful in any action, any **legal expenses** provided by **us** must be reimbursed to **us**.

**We** may at **our** discretion assume control at any time of any claim or legal proceedings in **your** name for damages and or compensation from a third party.

**We** may at **our** discretion offer to settle a claim with **you** instead of initiating or continuing any claim or legal proceedings for damages and or compensation from a third party. Any such settlement will be full and final in respect to the claim.

**We** may at **our** discretion offer to settle a counter-claim against **you** instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

Only the costs incurred by a **legal representative** approved or appointed by **us** will be covered.

**We** shall have complete control over the legal proceedings through **legal representatives we** nominate up to the point where proceedings are issued at which point **you** are free to nominate a suitably qualified person, although **we** do not have to accept them.

Any **legal representative** will be appointed by **us** to represent **you** according to **our** standard terms, which may include a Conditional Fee Agreement or a Contingency Fee Agreement.

**You** must cooperate fully with **us** and the **legal representative** and follow their advice and provide any information and assistance required by them within a reasonable timescale.

**We** will have direct contact with the **legal representative** and **you** authorise them to disclose any information or documentation **we** may ask for.

If **we** ask, **you** must have any legal costs taxed, assessed or audited.

**What you are NOT covered for:**

- 1) the **excess** as shown in the summary of cover;
- 2) any claim **we** or **our legal representatives** believe is unlikely to be successful or if **we** think the costs of taking action will be more than any award or the prospects of success and of recovering damages/enforcing a judgment is likely to be less than 51%;
- 3) any claim reported to **us** more than 3 months after the beginning of the incident which led to the claim;
- 4) **legal expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **you**;
- 5) **legal expenses** incurred before receiving **our** prior written approval;
- 6) **legal expenses** incurred in connection with any criminal or wilful act committed by **you**;
- 7) **legal expenses** incurred for any claim or legal proceedings brought against:
  - a) a travel agent, tour operator, carrier, insurer or their agent;
  - b) a holiday accommodation provider;
  - c) **us**, **you**, or any company or person involved in arranging this policy;
  - d) any person named on this policy;

- 8) fines, compensation or other penalties imposed by a court or other authority;
- 9) **legal expenses** incurred after **you** do not accept an offer from a third party to settle a claim or legal proceeding where the offer is considered by **our legal representative** to be reasonable or **you** not accepting an offer from **us** to settle a claim;
- 10) **legal expenses** which **we** consider to be unreasonable or excessive or unreasonably incurred (as determined by **our legal representative**);
- 11) **legal expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine;
- 12) any claim relating to:
  - a) an illness which gradually develops and is not caused by a specific or sudden event;
  - b) the driving of a motor vehicle for which **you** had no valid insurance;
  - c) judicial review or coroner's inquest;
  - d) defending **your** legal right, except for the defence of any counterclaim.
- 13) any claim where **legal expenses** are based directly or indirectly on the amount of compensation awarded and specifically which is capable of being pursued under a Contingency Fee Agreement;
- 14) **legal expenses** incurred in any claim which is capable of being pursued under a Conditional Fee Agreement;
- 15) **legal expenses** incurred if an action is brought in more than one country;
- 16) anything mentioned in the General Exclusions.

## TRAVEL RISKS

### What you are covered for:

**We** will pay up to the amount shown in the summary of cover for each 24 hours that **you**:

- are confined as a result of hijack or kidnap
- are hospitalised as a result of mugging

If any part of **your** outward, onward or return journeys are delayed, cancelled, cut short or extended as a result of a **natural catastrophe** **we** will pay up to the amount shown in summary of cover for:

- 1) the unused portion of **your** travel and accommodation costs which **you** have paid or are contracted to pay if **you** cannot get a full refund, if the **public transport** on which **you** are booked to travel is cancelled and **you** are unable to use **your** travel, accommodation or pre-booked excursions;
- 2) costs incurred for any reasonable additional accommodation (room only) and transport up to the standard of **your** original booking, to reach **your** booked destination at any stage of **your trip**, including **your** return **home**, if the **public transport** on which **you** are booked to travel is delayed for more than 12 hours and no reasonable alternative is offered by the transport company;
- 3) travel delay benefit if the **public transport** on which **you** are booked to travel is delayed or cancelled at any international departure point from or to **your home country**, provided **you** have checked in at the airport or, if **you** have checked in online, **you** have already travelled to the airport, and eventually continue with the **trip**.

### Special Conditions

If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.

**You** must obtain (at **your** own expense) written confirmation from the provider of the accommodation (or their administrators), the local police or other relevant authority that **you** could not use **your** pre-booked accommodation and the reason for this.

**You** must give notice as soon as possible to **us** of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.

**You** must obtain (at **your** own expense) written confirmation from the **public transport** operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.

**You** must comply with the terms of contract of the **public transport** operator and seek financial compensation, assistance or a refund of **your** ticket and any other expenses from them in accordance with such terms and/or (where applicable) **your** rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights.

### What you are NOT covered for:

- 1) the **excess** shown in the summary of cover;
- 2) travel tickets paid for using any airline mileage reward scheme or other reward points scheme;
- 3) accommodation costs paid for using any timeshare, holiday property bond or other reward points scheme;
- 4) any circumstance which existed and was publicly announced on or before the date **you** purchased **your** policy or at the time of booking **your trip**, whichever is later, or, if **you** are cutting short **your trip**, before **you** had started **your trip**;
- 5) any costs incurred by **you** which are recoverable from a tour operator, **public transport** operator, accommodation provider, holiday services provider or any other source, or for which **you** receive or are expected to receive compensation or other assistance;
- 6) any accommodation costs, charges and other expenses where the **public transport** operator has offered reasonable alternative travel arrangements or accommodation;
- 7) any costs for normal day-to-day living such as food and drink;
- 8) any travel or accommodation expenses **you** would normally incur;
- 9) any costs if **you** do not take the first available means of transport to get to **your** destination or **home** or any unreasonable or unnecessary costs to get **you** to **your** destination or **home**.
- 10) anything mentioned in the General Exclusions.

## END SUPPLIER FAILURE INSURANCE

Gold policy cover only.

Definition of words applicable to this section only:

**Financial Failure** - means the **end supplier** becoming insolvent or has an administrator appointed and being unable to provide agreed services.

**End Supplier** - means the company that owns and operates the services listed in point 1. below.

**Note:** **you** must refer to the 'Meaning of Words' section of this Policy which will also apply.

### What you are covered for:

**We** will pay up to the amount shown in the summary of cover for:

1. irrecoverable sums paid prior to **financial failure** of the scheduled airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the **United Kingdom**; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions all known as the **end supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure, or;
2. in the event of **financial failure** after departure:
  - a) additional pro rata costs incurred by the **insured-person(s)** in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the **curtailment** of the travel arrangements, or;
  - b) if **curtailment** of the holiday is unavoidable - the cost of return transportation to the **United Kingdom**, Channel Islands, Isle of Man or Northern Ireland to a similar standard of transportation as enjoyed prior to the **curtailment** of the travel arrangements.

### What you are NOT covered for:

1. Travel or accommodation not booked within the **United Kingdom**, Channel Islands, Isle of Man or Northern Ireland prior to departure
2. Any **end supplier** which is, or which any prospect of **financial failure** is known by the **insured-person** or widely known publicly at the date of the **insured-person's** application under this policy

3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond or is capable of recovery from under Section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means
4. The **financial failure** of any travel agent, tour organiser, booking agent or consolidator with whom the **insured-person** has booked travel or accommodation
5. Any losses which are not directly associated with the incident that caused the **insured-person** to claim. For example, loss due to being unable to reach **your** pre-booked hotel following the **financial failure** of an airline.

## TRAVEL DISPUTE

Gold policy cover is automatically included.

Bronze and Silver policy cover is optional and will only be in force if shown on **your schedule of insurance** and the appropriate additional premium has been paid.

### Definition of words applicable to this section of cover only

The words or expressions detailed below have the following meaning wherever they appear, the definitions will start with a capital letter.

Note: **you** must refer to the 'Definition of Words' section of this policy which will also apply, policy definitions are shown in bold.

**Agent** - the Agent appointed by the coverholder to transact this insurance with **you**.

**Authorised Professional** - a solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

**Claims Specialist** - **our** own claims panel solicitor or claims handler.

**Court** - a Court, tribunal or other competent authority.

**Event** - the initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

**Legal Proceedings** - when formal Legal Proceedings are issued against an opponent in a Court of Law.

**Policy Schedule** - the document that shows details of **you** and the insurance and is attached to and forms part of this policy.

**Professional Fees** - Legal Fees and costs properly incurred by the Authorised Professional, with **our** prior written authority including costs incurred by another party for which **you** are made liable by Court Order, or may pay with **our** consent in pursuit of a civil claim in the geographical limits arising from an insured incident. In the event that the matter falls within the limits of a Small Claims Court, the maximum amount payable to the Authorised Professional shall be limited to the maximum amount recoverable from that respective Court.

**Prospects of Success** - at least a 51 % chance of the **insured-person(s)** achieving a favourable outcome.

**Standard Professional Fees** - the level of Professional Fees that would normally be incurred by **us** in either handling this matter using **our** own Claims Specialist or a nominated Authorised Professional of **our** choice.

**Territorial Limits** - Worldwide but only where Legal Proceedings can be brought in a **UK** or European Union (EU) country's Court jurisdiction.

**Time of Occurrence** - when the Event occurred or commenced whichever is the earlier.

### Cover:

**You** have paid the premium and supplied to **us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy. Upon payment of the policy excess if applicable **we** will indemnify **you** in accordance with **our** Standard Professional Fees and where requested by **you** any other **insured-person** up to the limit of indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an insured Event within the Territorial Limits where **you** notify **us** within thirty (30) days of returning from the **trip** which is subject to the dispute and which may give rise to any claim under this policy.

### For each insured-person this insurance will pay:

up to **£25,000** for the cost of pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by or on **your** behalf for the purposes of undertaking a **trip** in order to seek compensation and or implementation of the contract from the following:

- a) **your** Tour Operator or Holiday Company;

- b) **your** Travel Agent;
- c) a Car Hire Company with whom **you** have pre-booked a vehicle;
- d) an Airline, Ferry, Train, Cruise Liner or Coach Operator;
- e) a Hotelier or Property Owner.

Subject to the cause of action arising within the Territorial Limits.

### For each insured-person this insurance will not cover:

1. any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150;
2. an Event not reported to **us** within 30 days of returning from the **trip** subject to the dispute;
3. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid;
4. actions pursued in order to obtain satisfaction of a judgement or legally binding decision;
5. the **insured-person's** travelling expenses, subsistence allowances or compensation for absence from work;
6. any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.

### General Exclusions applying to this section

Note: please also refer to the policy 'Conditions & Exclusions Applying to Your Policies'.

This insurance does not cover:

1. Professional Fees incurred:
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
  - b) where the **insured person** should have realised when purchasing this insurance that a claim under this insurance might occur;
  - c) before **our** written acceptance of a claim;
  - d) before **our** approval or beyond those for which **we** have given **our** approval;
  - e) where **you** fail to give proper instructions in due time to **us** or to the Authorised Professional;
  - f) where **you** are responsible for anything which in **our** opinion prejudices **your** case;
  - g) if **you** withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for **you**;
  - h) where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility;
  - i) in respect of the amount in excess of **our** Standard Professional Fees where **you** have elected to use an Authorised Professional of **your** own choice;
2. the pursuit, continued pursuit or defence of any claim if **we** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the Authorised Professional;
4. appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have reasonable Prospects of Success;
5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties **you** are ordered to pay by a Court, tribunal or arbitrator;
7. claims arising from an Event arising from **your** deliberate act, omission or misrepresentation;
8. any Professional Fees relating to **your** alleged dishonesty or deliberate and wilful criminal acts or omissions;
9. a dispute which relates to any compensation or amount payable under a contract of insurance;
10. a dispute with **us** not dealt with under the 'Arbitration' condition;
11. an application for judicial review;

12. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
13. any claim involving medical or clinical negligence or pharmaceutical or any related claims (including but not limited to tobacco products);
14. any claim arising from a stress or psychological related condition;
15. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **insured person** including but not limited to any personal guarantee and investment in unlisted companies;
16. Legal Proceedings outside the European Union (EU) and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
17. Legal Proceedings between an **insured person** and a central or local government authority;
18. disputes between an **insured person** and their family or a matrimonial or co-habitation dispute;
19. any claims made or considered against **us**, the Agent or Authorised Professional used to handle any claim;
20. any claims relating to cosmetic treatment, surgery or tanning;
21. Professional Fees incurred that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court limits;
22. any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses;
 This does not apply to Legal Proceedings connected with claiming compensation following **your** death or bodily injury.

#### General Conditions applying to this section

Note: please also refer to the policy 'Conditions & Exclusions Applying to Your Policies'.

#### Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

#### Observance

**Our** liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

#### Claims

**You** must tell **us** in writing within 30 days of returning from the respective **trip** about any matter, which could result in a claim being made under this policy, and must obtain in writing **our** consent to incur Professional Fees.

We will give such consent if **you** can satisfy **us** that there are reasonable Prospects of Success in pursuing or defending **your** claim and that it is necessary for Professional Fees to be paid and **you** have paid the excess.

**We** may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:

1. **Your** Prospects of Success are insufficient;
2. It would be better for **you** to take a different course of action;
3. **We** cannot agree to the claim.

**We** will write to **you** giving **our** reasons and **we** will not then be bound to pay any further Professional Fees for this claim.

**We** may limit any Professional Fees that **we** will pay under the policy in the pursuit continued pursuit or defence of any claim:

1. If **we** consider it is unlikely a sensible settlement will be obtained; or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. **We** consider that it is unlikely that **you** will recover the sums due and or awarded to **you**.

Alternatively where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the Insurer.

#### Claims notification & advice helpline service

All potential claims must be reported initially to the 'Travel Dispute Claims Notification & Advice Helpline Service' for advice and support.

Telephone: **01384 377 000**

**We** will not accept responsibility if the Helpline Services fail for reasons beyond **our** control.

Note: please also refer to the section 'Making a Claim' within this policy.

#### Representation

**We** will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If Legal Proceedings have been agreed by **us**, **you** may nominate **your** own Authorised Professional whose name and address **you** must submit to **us**. In selecting **your** Authorised Professional **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy conditions.

Where **you** have elected to use **your** own nominated Authorised Professional **you** will be responsible for any Professional Fees in excess of **our** Standard Professional Fees.

#### Conduct of claim

1. **You** shall at all times co-operate with **us** and give to **us** and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at **your** own expense.
2. **We** shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the Authorised Professional which may be required for this purpose. **You** or **your** Authorised Professional shall notify **us** immediately in writing of any offer or payment into Court made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.
3. **We** will not be bound by any promise or undertaking given by **you** to the Authorised Professional or by either of **you** to any Court, witness, expert or Agent or other person without **our** agreement.

#### Recovery of costs

**You** should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

#### Fraud

**We** have the right to refuse to pay a claim or to void this insurance in its entirety if **you** make a claim which is in any respect false or fraudulent.

#### Due care

**You** must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

#### Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the **United Kingdom**.

#### Arbitration

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If **we** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.



## Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

### Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

### Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

## SPORTS AND ACTIVITIES COVER

Please Note: activities marked in *italics and underlined* do not provide any cover under the Personal Accident or Personal Liability sections whilst participating in this activity.

Your insurance automatically covers **you** for the following activities:

- **Aerobics, Angling/Fishing, *Archery*** (amateur),
- **Badminton** (amateur), **Banana Boating**, **Baseball** (amateur), **Basketball** (amateur), **Beach Games**, **Bowls**,
- **Canoeing/River *Canoeing*** (up to Grade 3), ***Clay Pigeon Shooting***, **Cricket** (amateur), **Croquet**, **Curling**, **Cycling** (other than specified),
- **Fell Walking/Fell Running**, **Fencing**, **Football/Soccer** (amateur),
- **Golf** (amateur),
- **Hiking/Rambling/Trekking** (under 2,000m altitude),
- ***Jet Boating***, **Jogging**,
- ***Motorcycling*** (up to 50cc with licence appropriate to the cc, wearing a crash helmet - no racing),
- **Netball** (amateur),
- **Orienteering**, **Outward-bound Pursuits** (ground level only),
- **Paddle Boarding (*inshore*)**, **Paintballing**, ***Parascending/Parasailing*** (over water, towed by boat), **Pony Trekking**,
- **Racquetball**, **Roller Blading/Roller Skating**, **Rounders**,
- **Sail Boarding**, **Sailing/Dinghy Sailing within Territorial Waters** (inland/coastal waters within 12 miles), **Skate Boarding**, **Snorkelling**, **Snooker/Pool/Billiards**, **Squash** (amateur), ***Surfing*** (amateur), **Swimming**,
- **Table Tennis**, **Ten Pin Bowling**, **Tennis** (amateur), **Tug of War**,
- **Underground Activities** (as part of an organised excursion/tour),
- **Volleyball** (amateur),
- **War games**, **Water Polo** (amateur), ***Water Skiing*** (amateur - inland/coastal waters within 12 miles, excluding jumping), **Windsurfing** (amateur) inland/coastal waters within 12 miles, **Weightlifting**, **Work Abroad - Non Manual Work** (including professional, administrative or clerical duties only).

## WINTER SPORTS - OPTIONAL COVER

The following sections are only applicable if **you** have paid the appropriate additional premium. Any optional additional cover will be shown on **your schedule of insurance**.

This policy excludes certain winter sports and activities. Please ensure that the activity **you** are participating in is covered.

If **you** are an Annual Multi-trip policy holder, **you** are entitled to winter sports cover if **you** have paid the appropriate additional premium. This is limited to 17 days if **you** have purchased Bronze cover, 21 days for Silver & Gold cover.

### WINTER SPORTS ACTIVITIES

- This policy will cover **you** when **you** are engaging in the following winter sports on a non-competitive and non-professional basis during **your trip** when **you** have paid the additional winter sports premium:

- Cat skiing (with guides)
- Snow blading (no jumping tricks)
- Cross country skiing
- Snow bobbing
- Glacier skiing
- Snow scooting
- Ice hockey
- Snow shoe walking
- Langlauf (cross country skiing)
- Snow shoeing
- Monoskiing (not for time trials/speed skiing or racing)
- Snow tubing
- Skiing on piste
- Snow blading
- Skiing or snowboarding off piste (within local ski patrol guidelines)
- Snow boarding on piste
- Sledging/tobogganing

- The following activities will be covered but there will be no cover in respect of any Personal Accident or Personal Liability claims:

- Kite snowboarding
- Snow carting
- Snow go-karting
- Snowmobiling
- Skidoo
- Snowmobile safari
- Even if the appropriate winter sports premium has been paid, the following activities will remain *excluded*:
- Air boarding
- Aerial skiing
- Biathlon
- Bobsleigh
- Freestyle skiing
- Heli skiing or heli boarding
- Ice climbing
- Ice diving
- Ice fishing by snowmobile
- Ice holing
- Ice marathon
- Ice speedway
- Nordic skiing
- Paraskiing
- Skeleton bob
- Ski acrobatics/aerials Tandem skiing
- Ski jumping
- Ski mountaineering

- Ski race training
- Ski racing
- Ski randonee
- Ski stunting
- Ski touring
- Ski yawing
- Skiing/snowboarding off piste (outside local ski patrol guidelines/outside recognised and authorised areas)
- Snow biking
- Snow cat driving
- Snow kiting
- Snow parascending

**You** are not covered when engaging in organised competitions or when skiing against local authoritative warning or advice.

#### What you are covered for

Benefits under the sections of cover already described are extended to cover winter sports. Please note that all terms, conditions and exclusions (except where these are amended under this upgrade) continue to apply for all sections in respect of winter sports.

## WINTER SPORTS COVER

### CANCELLATION & CURTAILMENT - ski pass & ski school fees

#### What you are covered for:

In addition to the Cancellation & **Curtailment** section **we** will pay **you** up to the amount shown in the summary of cover for the cost of deposits **you** cannot recover, or payments **you** have made (or contracted to pay) for unused ski pass or ski school fees.

#### What you are NOT covered for:

- 1) anything mentioned in the exclusions relating to the Cancellation & **Curtailment** section;
- 2) anything mentioned in General Exclusions.

### SKI EQUIPMENT & SKI PASS

#### What you are covered for:

In addition to the **Personal Possessions** section **we** will pay **you** up to the amount shown in the summary of cover:

- if **ski equipment** belonging to or hired by **you** is damaged, stolen, destroyed or lost in the course of a **trip**;
- if **your** ski pass that **you** are carrying on **your** person or have left in a safety box is lost, stolen, or damaged in the course of a **trip**.

#### Special Conditions

**Ski equipment** is covered against damage or loss whilst in use, if being used correctly.

Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle.

**You** must take reasonable care of **your ski equipment** and ski pass and must not leave them **unattended** at any time in a place to which the public has access.

#### What you are NOT covered for:

- 1) anything mentioned in the exclusions relating to the **Personal Possessions** and **Baggage** section;
- 2) anything mentioned in the General Exclusions.

### PISTE CLOSURE

#### What you are covered for:

If during a **trip** **you** are prevented from skiing at the pre-booked resort for more than 24 consecutive hours, because adverse weather conditions cause a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers) **we** will pay up to the amount shown in the summary of cover as a cash benefit payable if no suitable alternative skiing is available.

#### What you are NOT covered for

- 1) **trips** in the Northern Hemisphere outside the period commencing 1st December and ending 31st March;
- 2) **trips** in the Southern Hemisphere outside the period commencing 1st May and ending 30th September;
- 3) anything mentioned in the General Exclusions.

### AVALANCHE OR LANDSLIDE

#### What you are covered for

If, following avalanches or landslides, access to and from the ski resort is blocked or scheduled **public transport** services are cancelled or **curtailed** **we** will pay **you** up to the amount shown in the summary of cover for reasonable extra accommodation and travel expenses. Evidence of limited access will be required.

#### What you are NOT covered for

- 1) anything mentioned in the General Exclusions.

### SKI HIRE

#### What you are covered for:

If **your ski equipment** is delayed on the **outward journey** of a **trip** for more than 8 hours, then **we** will pay **you** up to the amount shown in the summary of cover for hire of equivalent replacement **ski equipment**.

#### What you are NOT covered for:

- 1) the loss, damage or delay in transit of **your ski equipment** if **you** do not notify the carrier within 24 hours and obtain a Property Irregularity Report (PIR) or other report confirming the delay;
- 2) anything mentioned in the General Exclusions.

### LOSS OF SKI PACK

#### What you are covered for:

**We** will pay **you** up to the amount shown in the summary of cover for the unused portion of **your** ski pack costs **you** have paid for or contracted to pay for before **your trip** commenced, where **you** do not **curtail** the **trip**, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the ski pack facilities because of serious injury or illness occurred during the **trip**.

#### What you are NOT covered for:

- 1) the **excess** as shown in the summary of cover;
- 2) for claims that are not confirmed as medically necessary by us and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming **you** are unable to ski and unable to use the ski pack facilities;
- 3) anything mentioned in the General Exclusions.

## GENERAL CONDITIONS

Not applicable to End Supplier Failure Insurance

- 1) All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.
- 2) If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
- 3) In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination, both at **our** expense.
- 4) **You** must take all reasonable steps to recover any lost or stolen article.
- 5) **You** must take all reasonable steps to avoid or minimise any loss or damage likely to give rise to a claim under this policy. **You** must act as if **you** are not insured.
- 6) **We** will make every effort to provide all services stated in this document. Remote geographical locations or unforeseeable adverse local conditions may affect normal service.
- 7) **We** may at any time pay **our** full liability under this policy after which **we** will have no further liability.

- 8) If any claim is found to be fraudulent in any way this policy will not apply and no claims related or subsequent to the fraud will be paid.
- 9) In the event of a valid claim, **you** shall allow **us** the use of any relevant travel tickets **you** are not able to use because of the claim.
- 10) **You** must pay the appropriate premium for the full number of days for **your** planned **trip**. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid.
- 11) If at the time of any incident giving rise to a claim under this policy there is other insurance covering the same loss, **we** will not pay more than **our** proportional share apart from a personal accident claim, which will be paid in full.
- 12) **You** must follow any recommendations, laws or regulations made by any government or other authority both before and during the **period of insurance**, including government regulations that **you** must not travel and leave the **United Kingdom** during a **pandemic** lockdown situation. If **you** choose to travel against **United Kingdom** Government lockdown travel regulations, outside of Foreign, Commonwealth & Development Office (FCDO) travel advice, **you** will not be covered for any claim **you** make.
- 16) the closure of UK or international airspace temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or similar body in any country;
- 17) claims arising from **your** wilful, malicious or unlawful acts;
- 18) a **pre-existing medical condition** unless it has been declared to **us** and accepted for cover by **us** in writing;
- 19) **you** driving, or being in charge of a vehicle where **your** blood alcohol level is above the legal limit stated in the laws of the country where the incident occurs;
- 20) any circumstances **you** are aware of at the time of taking out this cover or at the time of booking any **trip** that could reasonably be expected to give rise to a claim on this cover;
- 21) loss of enjoyment.

## GENERAL EXCLUSIONS

Not applicable to End Supplier Failure Insurance

**We** will not pay any claim if **you** have failed to meet the eligibility criteria of this policy. **We** will also not pay anything directly or indirectly caused by:

- 1) **your** suicide or deliberate self-harm;
- 2) **you** climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or sitting, planking, balconing, owling or lying on any external part of any building, or climbing or moving from any external part of any building to another (apart from stairs, ramps or walkways) and falling regardless of the height, unless **your** life is in danger or **you** are attempting to save human life;
- 3) **you** being under the influence of alcohol or drugs (unless prescribed by a doctor). **We** do not expect **you** to abstain from alcohol whilst on **your trip** but **we** will not cover any claims arising because **you** have drunk so much alcohol that **your** judgement or health is seriously affected and **you** need to make a claim as a result.
- 4) air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- 5) bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- 6) consequential loss of any kind unless specifically provided for within this policy (for example, but not limited to, loss of earnings due to being unable to return to work following injury or illness or cost of replacement lock if keys are lost);
- 7) loss or damage to any property and expense or legal liability; directly or indirectly caused by:
  - a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- 8) loss or damage arising from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
- 9) any act of **terrorism** (this exclusion does not apply to Emergency Medical & Repatriation or Personal Accident);
- 10) **you** riding a quad bike
- 11) **you** riding on a motorcycle with an engine capacity in excess of 250cc, or of any engine size if **you** fail to wear a crash helmet or do not have the appropriate licence;
- 12) any sports or activities not listed under the sports and activities tables;
- 13) winter sports of any kind (unless the appropriate premium has been paid);
- 14) any payment which **you** would normally have made during **your** travels, if nothing had gone wrong (for example, meals);
- 15) **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority has advised against all, or all but essential travel. The exception to this exclusion is for Single **Trip** policies for travel within Europe, where **you** will remain covered, other than for cancellation or **curtailment** claims, if the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) advice against "all but essential travel" is due to Covid-19;

## COMPLAINTS

**We** are dedicated to providing **you** with a high quality service and want to ensure that this is maintained at all times. If **you** feel that **we** have not offered a first class service please write and tell **us** and **we** will do **our** best to resolve the problem.

- If **you** have any questions or concerns about the way **your** policy was sold or about the service **you** have received, please contact:  
The Office Manager, JustTravelcover.com  
Victoria House, Toward Road, Sunderland SR1 2QF  
Tel: **0333 033 0021**  
Email: [admin@justtravelcover.com](mailto:admin@justtravelcover.com)
- For complaints about how a claims or assistance case has been handled, **you** should contact:  
Quality Assurance Team, IMG Global Response  
Fitzalan Court, 3rd Floor Fitzalan House, Cardiff CF24 0EL  
Tel: **0330 094 6553**  
Email: [Qualityassurance@imglobal.com](mailto:Qualityassurance@imglobal.com)
- For complaints about End Supplier Failure Insurance  
Compliance Officer, Liberty Mutual Insurance Europe SE  
20 Fenchurch Street, London EC3M 3AW  
Tel: **020 3758 0840**  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)  
Please quote **your** policy number which can be found on **your schedule of insurance** and reference: IPP ESF1 V1-22 and **your** claim number.  
Sanctions - **we** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.  
Non-Assignment - no title, right or interest under this policy may be assigned, transferred, conveyed or otherwise disposed of without the consent in writing of the Insurer hereon. Any attempt to assign rights or interests without the Insurer's written consent is null and void.
- For complaints about Travel Dispute  
Arc Legal Assistance Ltd, PO Box 8921, Colchester CO4 5NE  
Tel: **01206 615 000**  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)
- For all complaints  
If **you** are not happy with the response **you** receive, **you** have the right to ask the Financial Ombudsman Service to review **your** complaint.  
Financial Ombudsman Service  
Exchange Tower, Harbour Exchange Square, London, E14 9SR  
Phone: **0800 023 4567**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Please note that if **you** refer **your** complaint to the FOS **you** must have approached **us** first and received **our** final response. **You** must approach the FOS within 6 months of receiving **our** final response.

## **IMPORTANT NUMBERS:**

**Medical Emergency: +44 (0) 330 094 6544**

**Claims: 0330 094 6553**

**Airport Lounge Access: +44 (0)330 094 6545**

**Just Travel Cover: 0333 003 0021**

**Email: [admin@justtravelcover.com](mailto:admin@justtravelcover.com)**

